

<i>SERFF Tracking Number:</i>	<i>FDLB-126276915</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Colorado Bankers Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43299</i>
<i>Company Tracking Number:</i>	<i>AH-8/21-END109IRA/AR</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Amendatory Endorsements for IRA and Roth IRA</i>		
<i>Project Name/Number:</i>	<i>Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.</i>		

Filing at a Glance

Company: Colorado Bankers Life Insurance Company

Product Name: Amendatory Endorsements for SERFF Tr Num: FDLB-126276915 State: Arkansas

IRA and Roth IRA

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-Closed

State Tr Num: 43299

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: AH-8/21-END109IRA/AR

State Status: Approved-Closed

Filing Type: Form

Author: Antionette Hill

Reviewer(s): Linda Bird

Date Submitted: 08/21/2009

Disposition Date: 08/24/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Amendatory Endorsements for IRA and Roth IRA

Project Number: END-109-IRA, et al.

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: The forms in this submission are exempt from filing in the company's home state of Colorado and are not required to be filed and/or approved.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 08/24/2009

Created By: Antionette Hill

Corresponding Filing Tracking Number:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/24/2009

Deemer Date:

Submitted By: Antionette Hill

Filing Description:

The attached forms are new and will not replace any existing forms. The Amendatory Endorsements are intended for general use with all previously and subsequently approved individual annuity contracts and related forms. They were drafted to comply with Internal Revenue Code regulations, and, as such are exempt from your state's readability requirements, if any.

SERFF Tracking Number: FDLB-126276915 State: Arkansas
 Filing Company: Colorado Bankers Life Insurance Company State Tracking Number: 43299
 Company Tracking Number: AH-8/21-END109IRA/AR
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Amendatory Endorsements for IRA and Roth IRA
 Project Name/Number: Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.

Company and Contact

Filing Contact Information

Antionette Hill, Advanced Contract Specialist Antionette_Hill@fdlic.com
 1020 31st Street 800-633-3696 [Phone] 6064 [Ext]
 Downers Grove, IL 60515 630-824-5428 [FAX]

Filing Company Information

Colorado Bankers Life Insurance Company	CoCode: 84786	State of Domicile: Colorado
5990 Greenwood Plaza Blvd., #325	Group Code: 917	Company Type: Life and Health
Greenwood Village, CO 80111	Group Name:	State ID Number:
(303) 220-8500 ext. [Phone]	FEIN Number: 84-0674027	

Filing Fees

Fee Required? Yes
 Fee Amount: \$40.00
 Retaliatory? No
 Fee Explanation: Colorado, the company's state of domicile, does not charge filing fees. Arkansas' fee is \$20 per form for forms not filed with a policy.

 \$20.00 x 2 forms = \$80.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Colorado Bankers Life Insurance Company	\$40.00	08/21/2009	30035006

SERFF Tracking Number: FDLB-126276915 State: Arkansas
Filing Company: Colorado Bankers Life Insurance Company State Tracking Number: 43299
Company Tracking Number: AH-8/21-END109IRA/AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Amendatory Endorsements for IRA and Roth IRA
Project Name/Number: Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/24/2009	08/24/2009

<i>SERFF Tracking Number:</i>	<i>FDLB-126276915</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Colorado Bankers Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43299</i>
<i>Company Tracking Number:</i>	<i>AH-8/21-END109IRA/AR</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Amendatory Endorsements for IRA and Roth IRA</i>		
<i>Project Name/Number:</i>	<i>Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.</i>		

Disposition

Disposition Date: 08/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	FDLB-126276915	State:	Arkansas
Filing Company:	Colorado Bankers Life Insurance Company	State Tracking Number:	43299
Company Tracking Number:	AH-8/21-END109IRA/AR		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Amendatory Endorsements for IRA and Roth IRA		
Project Name/Number:	Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Amendatory Endorsement for Individual Retirement Annuities		Yes
Form	Amendatory Endorsement for Roth Individual Retirement Annuities		Yes

SERFF Tracking Number: FDLB-126276915 State: Arkansas

Filing Company: Colorado Bankers Life Insurance Company State Tracking Number: 43299

Company Tracking Number: AH-8/21-END109IRA/AR

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: Amendatory Endorsements for IRA and Roth IRA

Project Name/Number: Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.

Form Schedule

Lead Form Number: END-109-IRA

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	END-109-IRA	Policy/Cont Amendatory ract/Fratern Endorsement for al Individual Retirement Certificate: Annuities Amendmen t, Insert Page, Endorseme nt or Rider	Initial			END-109-IRA.pdf
	END-109-ROTH	Policy/Cont Amendatory ract/Fratern Endorsement for al Roth Individual Certificate: Retirement Annuities Amendmen t, Insert Page, Endorseme nt or Rider	Initial			END-109-ROTH.pdf



COLORADO BANKERS LIFE INSURANCE COMPANY

[Greenwood Village, Colorado]

AMENDATORY ENDORSEMENT FOR INDIVIDUAL RETIREMENT ANNUITIES

The Policy or Contract (the "Contract") to which this Amendatory Endorsement (the "Endorsement") is attached is amended as specified below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "IRC").

Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other amendments, endorsements or riders applicable to the Contract, (except the provisions of amendments or endorsements which specifically amend this Endorsement) the provisions of this Endorsement will control.

For purposes of this Endorsement, "You" or "Your" shall mean the Owner, who must also be the Annuitant and the sole Owner of the Contract, and "Company" shall mean Colorado Bankers Life Insurance Company. Except as provided in this Endorsement, neither the Owner nor the Annuitant may be changed.

Endorsement Provisions

1. **Non-Transferability.** Your Contract is not transferable for any reason. You may not sell, assign, discount or pledge this Contract for any purpose.
2. **Non-Forfeitability.** Your entire interest in this Contract is non-forfeitable. This Contract is established for the exclusive benefit of You or Your Beneficiaries.

3. **Maximum Contribution or Premium.**

Unless permitted otherwise by applicable federal tax law:

- a. The Maximum Contribution or Premium must be in cash and shall not exceed:
 - (i) \$3,000 for any taxable year beginning in 2002 through 2004;
 - (ii) \$4,000 for any taxable year beginning in 2005 through 2007; and
 - (iii) \$5,000 for any taxable year beginning in 2008 and years thereafter.
- b. The Maximum Contribution or Premium may be increased in the case of:
 - (i) a rollover contribution (as permitted by IRC §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16));

- (ii) a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in IRC §408(k);

- (iii) after 2008, adjustments to the limit by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500;

- (iv) if You are age 50 or older, by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

- (v) In addition to the amounts described in paragraphs (i) through (iv) above, if applicable:

- (1) You may make a repayment of a qualified reservist distribution described in IRC §72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

- (2) If You were a participant in a IRC §401(k) plan of a certain employer in bankruptcy described in IRC §219(b)(5)(C), You may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. If You make contributions under this paragraph, You may not also make contributions under **Section 3.b(iv)** above.

- c. No Contribution or Premium will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date You first participated in that employer's SIMPLE IRA plan.

4. **Required Beginning Date:** Your Required Beginning Date is April 1 of the calendar year following the calendar year in which You attain age 70 1/2.

5. **Applicable Code Provisions.** Notwithstanding any provision of this Contract to the contrary, distribution of the Account Value shall be made in accordance

with the requirements of IRC § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of Annuity Payments on an irrevocable basis (except for acceleration), then distribution of the Account Value must satisfy the required minimum distribution requirements and other requirements of IRC §408(a)(6) and the regulations thereunder, rather than Sections 6 through 8 below.

6. Annuity Payments During Your Lifetime. You may choose to have the Account Value (subject to any applicable Surrender Charges or other adjustments as provided in the Contract) distributed to You as Annuity Payments commencing no later than Your Required Beginning Date.

a. The Annuity Payment Options are:

- (i) a life annuity for You (which may include a term certain not extending beyond Your life expectancy);
- (ii) a joint and survivor annuity for the lives of You and Your designated beneficiary (which may include a term certain not extending beyond the joint life and last survivor expectancy of You and Your designated beneficiary); or
- (iii) a period certain annuity not extending beyond Your life expectancy or the joint and last survivor expectancy of You and Your designated beneficiary.

- b. Annuity Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any Annuity Payments must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6T.

- c. The distribution periods described in this **Section 6** cannot exceed the periods specified in § 1.401(a)(9)-6T of the Temporary Income Tax Regulations (except as provided otherwise by applicable federal tax law).

- d. The first required Annuity Payment can be made as late as Your Required Beginning Date and must be the Annuity Payment that is required for one payment interval. The second Annuity Payment need not be made until the end of the next payment interval.

7. Death On or After Annuity Payments Commence. If You die on or after the date Annuity Payments commence, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen. Beneficiaries may accelerate payments at any time.

8. Death Before Annuity Payments Commence. If You die before Your Required Beginning Date, and if Your Annuity Payments have not yet commenced, Your Account Value will be distributed at least as rapidly as follows:

- a. Spouse not sole Beneficiary. If Your Spouse is not Your sole designated beneficiary:

- (i) starting by the end of the calendar year following the calendar year of Your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of Your death; or,
- (ii) if elected, in accordance with **Section 8.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person and **Section 8.a(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

- b. Spouse as Sole Beneficiary. If Your sole designated beneficiary is Your surviving spouse:

- (i) starting by the end of the calendar year following the calendar year of Your death (or by the end of the calendar year in which You would have attained age 70½, if later), over Your spouse's life; or,
- (ii) if elected, in accordance with **Section 8.e** below.

- c. Spouse dies before distribution commences. If Your surviving spouse dies before required distributions commence to him or her:

- (i) starting by the end of the calendar year following the calendar year of Your spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday

in the year following the death of the spouse; or

- (ii) if elected, in accordance with **Section 8.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person, and **Section 8.c(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

- d. Spouse dies after distribution commences. If Your surviving spouse dies after required Annuity Payments commence to him or her, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen.
- e. No Beneficiary or Optional Election. With respect to **Section 8**, if there is no designated beneficiary, or if no specific election has been made under **Sections 8.a** or **8.c**, or if the election under **Sections 8.a(ii)**, **8.b(ii)** **8.c(ii)** above has been exercised, the Account Value will be distributed by the end of the calendar year containing the fifth anniversary of Your death (or of Your spouse's death in the case of the surviving spouse's death before distributions are required to begin under **Section 8b** or **8.c** above).
- f. Life Expectancy. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to Your surviving spouse as the sole designated beneficiary, Your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to Your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in **Section 8a** or **8.c**, and reduced by 1 for each subsequent year.
- g. For purposes of **Sections 7 and 8** above, required distributions are considered to commence on Your Required Beginning Date or, if applicable, on the date distributions are required to begin to Your surviving spouse under **Section 8b** above. However, if prior to the applicable date in the preceding sentence, Annuity Payments meeting the requirements of § 1.401(a)(9)-6T of the Temporary Income Tax

Regulations start, then required distributions are considered to commence on the Annuity Payment starting date.

- h. Spousal Election. If the sole designated beneficiary is Your surviving spouse, Your spouse may elect to treat the Contract as his or her own Contract, and become the Owner of the Contract. This election will be deemed to have been made if Your surviving spouse makes a contribution to the Contract or fails to take required distributions as a beneficiary.
- 9. Account Value. For purposes of **Sections 5, 6, 7, and 8**, the Account Value includes the amount of any outstanding rollover, transfer, and re-characterization under Q&As -7 and -8 of § 1.408-8 of the Income Tax Regulations and, to the extent required by the Code or the Income Tax Regulations, the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
- 10. Owner and Beneficiary Responsibility. You and Your Beneficiary, as applicable, have the sole responsibility for determining whether any contribution or premium meets applicable federal tax requirements and for requesting a distribution that complies with federal tax requirements.
- 11. Annual Reports. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- 12. Amendment. The Company reserves the right to amend this Endorsement to the extent necessary to maintain the qualification of the Contract as an individual retirement annuity for federal tax purposes. Any such amendment will be subject to the necessary regulatory approvals and, only where required, approval of the Owner. We will send You a copy of any such amendment. Where the Owner's approval is required for such amendment to become effective, we will not be responsible for any adverse tax consequences resulting from the Owner's refusal to approve and/or accept any such amendment.

COLORADO LIFE INSURANCE COMPANY



[Steve Clabaugh]
President



COLORADO BANKERS LIFE INSURANCE COMPANY

[Greenwood Village, Colorado]

AMENDATORY ENDORSEMENT FOR ROTH INDIVIDUAL RETIREMENT ANNUITIES

The Policy or Contract (the "Contract") to which this Amendatory Endorsement (the "Endorsement") is attached is amended as specified below to qualify as a Roth Individual Retirement Annuity ("Roth IRA") under Section 408A of the Internal Revenue Code of 1986, as amended (the "IRC").

Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other amendments, endorsements or riders applicable to the Contract, (except the provisions of amendments or endorsements which specifically amend this Endorsement) the provisions of this Endorsement will control.

For purposes of this Endorsement, "You" or "Your" shall mean the Owner, who must also be the Annuitant and the sole Owner of the Contract, and "Company" shall mean Colorado Bankers Life Insurance Company. Except as provided in this Endorsement neither the Owner nor the Annuitant may be changed.

Endorsement Provisions

1. Non-Transferability. **Your Contract is not transferable for any reason.** You may not sell, assign, discount or pledge this Contract for any purpose.
2. Non-Forfeitability. **Your entire interest in this Contract is non-forfeitable. This Contract is established for the exclusive benefit of You or Your Beneficiaries.**
3. Maximum Contribution or Premium.
 - a. Except in the case of a "qualified rollover contribution," a "re-characterization" (defined in 3.f. below), or a nontaxable transfer from another Roth IRA, no premium contribution or payment otherwise permitted under the Contract (referred to herein as a "Pay-in") will be accepted unless it is in cash and the total of such payments to all Your Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph b. below) or "Your compensation" for that taxable year.

Your compensation shall mean the maximum amount allowable as a deduction under IRC §219 with respect to You for such taxable year computed without regard to subsection (d)(1) or (g) of the same section, or as otherwise defined by the federal tax laws.

The Pay-in described in the preceding sentence is hereinafter referred to as a "regular Pay-in". However, notwithstanding the dollar limits on contributions, You may make a re-payment of a qualified reservist distribution described in IRC §72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of IRC §408(d)(3), except the one-rollover-per-year rule of IRC §408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA").

For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in IRC §402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in IRC §402(c)(8)(B).

Pay-ins may be limited under paragraphs c. through e. below.

- b. Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under the rules below:
 - (i) If the Owner is under age 50, the Applicable Amount is \$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007, and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC §219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (ii) If the Owner is age 50 or older, the Applicable Amount under paragraph 3.b.(i) above is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - (iii) If You were a participant in a IRC §401(k) plan of a certain employer in bankruptcy described in IRC §219(b)(5)(C), then the applicable amount

under paragraph 3.b.(i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. If You make contributions under this paragraph (iii), You may not also make contributions under paragraph 3.b.(ii).

- c. If c.(i) and/or c.(ii) below apply, the maximum regular Pay-in that can be made to all of Your Roth IRAs for a taxable year is the smaller amount determined under c.(i) or c. (ii).

- (i) The maximum regular Pay-in limit is gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in 3.g. below). If You are single or is a head of household, the maximum annual regular Pay-in is phased out between modified AGI of \$95,000 and \$110,000; if You are married filing a joint return or are a qualifying widow(er), the maximum annual regular Pay-in is phased out between modified AGI of \$150,000 and \$160,000; and if You are married filing a separate return, the maximum annual regular Pay-in is phased out between modified AGI of \$0 and \$10,000.

If Your modified AGI for a taxable year is in the phase-out range, the maximum regular Pay-in determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC §408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If You make regular Pay-ins to both Roth and non-Roth IRAs for a taxable year, the maximum regular Pay-in that can be made to all of Your Roth IRAs for that taxable year is reduced by the regular Pay-ins made to Your non-Roth IRAs for the taxable year.
- d. A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan:
- (i) the Owner is married and files a separate return,
- (ii) the Owner is not married and has modified AGI in excess of \$100,000, or

- (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

For taxable years beginning after 2009, the limits in this paragraph d. do not apply to qualified rollover contributions.

- e. No Pay-in will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC §408(p). Also, no transfer or rollover of funds attributable to Pay-ins made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan
- f. A regular Pay-in to a non-Roth IRA may be re-characterized pursuant to the rules in §1.408A-5 of the federal income tax regulations as a regular Pay-in to this Roth IRA, subject to the limits in c. above.
- g. For purposes of c. and d. above, Your modified AGI for a taxable year is defined in IRC §408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
4. Applicable IRC Provisions. Notwithstanding any provision of this Contract to the contrary, distribution of the Account Value shall be made in accordance with the requirements of IRC §401(a)(9) and §408(b)(3), as modified by IRC §408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference.

If distributions are not made in the form of Annuity Payments on an irrevocable basis (except for acceleration), then distribution of the Account Value must satisfy the required minimum distribution requirements and other requirements of Code § 408(a)(6), as modified by Code §408A(c)(5) and the regulations thereunder, rather than **Sections 6 and 7** below.

5. Annuity Payments During Your Lifetime. No amount is required to be distributed prior to Your death.

6. Death On or After Annuity Payments Commence. If You die on or after the date Annuity Payments commence, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen. Beneficiaries may accelerate payments at any time.

7. Death Before Annuity Payments Commence. If You die before Your Required Beginning Date, and if Your Annuity Payments have not yet commenced, Your Account Value will be distributed at least as rapidly as follows:

a. Spouse not sole Beneficiary. If Your Spouse is not Your sole designated beneficiary:

- (i) starting by the end of the calendar year following the calendar year of Your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of Your death; or,
- (ii) if elected, in accordance with **Section 7.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person and **Section 7.a(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

b. Spouse as Sole Beneficiary. If Your sole designated beneficiary is Your surviving spouse:

- (i) starting by the end of the calendar year following the calendar year of Your death (or by the end of the calendar year in which You would have attained age 70½, if later), over Your spouse's life; or,
- (ii) if elected, in accordance with **Section 7.e** below.

c. Spouse dies before distribution commences. If Your surviving spouse dies before required distributions commence to him or her:

- (i) starting by the end of the calendar year following the calendar year of Your spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday

in the year following the death of the spouse; or

- (ii) if elected, in accordance with **Section 7.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person, and **Section 7.c(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

d. Spouse dies after distribution commences. If Your surviving spouse dies after required Annuity Payments commence to him or her, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen.

e. No Beneficiary or Optional Election. With respect to **Section 7**, if there is no designated beneficiary, or if no specific election has been made under **Sections 7.a** or **7.c**, or if the election under **Sections 7.a(ii)**, **7.b(ii)** **7.c(ii)** above has been exercised, the Account Value will be distributed by the end of the calendar year containing the fifth anniversary of Your death (or of Your spouse's death in the case of the surviving spouse's death before distributions are required to begin under **Section 7b** or **7.c** above).

f. Life Expectancy. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to Your surviving spouse as the sole designated beneficiary, Your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to Your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in **Section 7a** or **7.c**, and reduced by 1 for each subsequent year.

g. For purposes of **Sections 3 and 7** above, required distributions are considered to commence on Your Required Beginning Date or, if applicable, on the date distributions are required to begin to Your surviving spouse under **Section 7b** above. However, if prior to the applicable date in the preceding sentence, Annuity Payments meeting the requirements of § 1.401(a)(9)-6T of the Temporary Income Tax Regulations start, then required distributions are

considered to commence on the Annuity Payment starting date.

- h. Spousal Election. If the sole designated beneficiary is Your surviving spouse, Your spouse may elect to treat the Contract as his or her own Contract, and become the Owner of the Contract. This election will be deemed to have been made if Your surviving spouse makes a contribution to the Contract or fails to take required distributions as a beneficiary.
8. Account Value. For purposes of **Sections 6 and 7** the Account Value includes the amount of any outstanding rollover, transfer, and re-characterization under Q&As –7 and –8 of § 1.408-8 of the Income Tax Regulations and, to the extent required by the Code or the Income Tax Regulations, the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
9. Owner and Beneficiary Responsibility. You and Your Beneficiary, as applicable, have the sole

responsibility for determining whether any contribution or premium meets applicable federal tax requirements and for requesting a distribution that complies with federal tax requirements.

10. Annual Reports. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
11. Amendment. The Company reserves the right to amend this Endorsement to the extent necessary to maintain the qualification of the Contract as an individual retirement annuity for federal tax purposes. Any such amendment will be subject to the necessary regulatory approvals and, only where required, approval of the Owner. We will send You a copy of any such amendment. Where the Owner's approval is required for such amendment to become effective, we will not be responsible for any adverse tax consequences resulting from the Owner's refusal to approve and/or accept any such amendment.

COLORADO LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "Steve Clabaugh".

[Steve Clabaugh]
President

SERFF Tracking Number: FDLB-126276915 State: Arkansas
Filing Company: Colorado Bankers Life Insurance Company State Tracking Number: 43299
Company Tracking Number: AH-8/21-END109IRA/AR
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Amendatory Endorsements for IRA and Roth IRA
Project Name/Number: Amendatory Endorsements for IRA and Roth IRA/END-109-IRA, et al.

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR Compliance Certification.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: A policy is not included in this submission so this requirement does not apply. Comments:		


	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo Bypass Reason: A policy is not included in this submission so this requirement does not apply. Comments:		

COLORADO BANKERS LIFE INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE

I, Victoria E. Fimea, Corporate Secretary of Colorado Bankers Life Insurance Company, hereby certify that, to the best of my knowledge, this submission meets the provisions of Rule & Regulation 19, Rule & Regulation 49, ACA 23-80-206 and ACA 23-79-138, as well as all applicable requirements of the Arkansas Department of Insurance.

Colorado Bankers Life Insurance Company

By: 
Victoria E. Fimea
Corporate Secretary

Date: August 21, 2009